

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

DALE WIEMERSLAGE,

Plaintiff,

v.

ASTEC, INC..

Defendant.

ORDER

11-cv-383-wmc

In this civil action, plaintiff Dale Wiemerslage alleged that his former employer, Astec, Inc. (“Astec”), breached the parties’ Guaranteed Employment Agreement by stopping payments to him shortly after his retirement. In turn, Astec contended that it was excused from further performance by Wiemerslage’s earlier violation of his covenant not to compete, which was attached to the employment agreement. On May 7, 2012, the court issued its decision partially granting plaintiff’s motion for summary judgment. (Dkt. #59.) On May 16, 2012, the court was notified that the parties had reached a settlement and the standard order of dismissal was entered on May 25, 2015. (Dkt. #62.)

Now, almost three years later, plaintiff has written asking that portions of the summary judgment order regarding his past wages and benefits be redacted. Unfortunately, the court must deny this request for four reasons: (1) as a matter of policy, the court’s opinions and orders explain its reasons for deciding the merits of claims brought before it are presumptively public, and would only be redacted for compelling reasons, usually articulated in advance of issuance; (2) Wiemerslage filed

this lawsuit for back wages, which necessitated the discussing those wages; (3) several documents in the court record also discuss wages (see dkts. ##28, 29, 33, 35) and have never been sealed; and (4) even if still possible to “unring the bell,” this request to seal portions of a public decision years after its issuance simply comes too late.

ORDER

IT IS ORDERED that plaintiff’s request to seal portions of the court’s summary judgment decision is DENIED.

Entered this 9th day of June, 2015.

BY THE COURT:

/s/

William M. Conley
District Judge